

121319 . .

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PHOENIX

THIS AGREEMENT is entered into this date June 19th, 2007, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PHOENIX, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by City Charter Chapter II, Section 2.i. to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident with the State's roadway construction of the SR 101L Freeway from 56th Street to Scottsdale Road and the 64th Street Traffic Interchange, the City requests the State construct certain enhancements, as shown on Exhibit A, Item 1, attached hereto and made a part hereof, related to the City's trail on the east side of 64th Street, with an estimated cost of \$287,223.00, herein referred to as the "Project", all at the City's expense.

4. In conjunction with the State's roadway construction of the SR 101L Freeway, from 56th Street to Scottsdale Road and the 64th Street Traffic Interchange, the State requests the City construct certain elements of the traffic signal, at the interchange of 64th Street and SR 101L Freeway, a lump-sum cost of \$163,350.00, as shown on Exhibit A, Item 2, all at State expense.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 28988
Filed with the Secretary of State
Date Filed: 6-19-07
Jenise K. Brewer
Secretary of State
By: [Signature]

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, agree to be the authorized agent for and on behalf of the City, for the Project. Invoice the City \$287,223.00 for the estimated cost of said Project, including all fixed rates, as shown in Exhibit A, Item 1.

b. Provide design plans and other such documents to the City for review and comments, as appropriate. Upon concurrence by the City, proceed to advertise for, receive and open bids, award and enter into construction contract(s) for the construction of the Project. Make all payments to the construction contractor(s).

c. Within 30-days, upon receipt of an invoice from the City, remit a lump sum amount of \$163,350.00, for construction of traffic signal elements (including the traffic signal electrical service) at 64th Street and SR 101L Freeway as shown on Exhibit A, Item 2.

d. Upon completion and acceptance of the Project, perform the final inspection and notify the City in writing that the Project has been constructed in accordance with the proper documents. Provide the City a recapitulation of the final costs of the Project, along with an invoice or reimbursement, for the difference between the estimated costs paid by the City and the actual costs for the Project, including all fixed rates shown on Exhibit A, Item 1.

e. Grant or confirm, per established procedures of the State's Phoenix District Permit Office, that the City has a valid annual citywide Encroachment Permit on file, for routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree any new construction or installation shall require a separate permit through the State's Phoenix District Permit Supervisor, as per the Phoenix District's established procedures.

2. The City will:

a. Upon execution of this Agreement, hereby designate the State as the authorized agent for and on behalf of the City, and within 30 days of receipt of an invoice, remit to the State \$287,223.00, for the estimated cost of said Project, including all fixed rates, as shown in Exhibit A, Item 1. Be responsible for any contractor claims for additional compensation caused by or attributable to the City.

b. Obtain, per established procedures, an encroachment permit from the State's Phoenix District Permit Office for construction of the traffic signal elements.

c. Construct the traffic signal elements (including the traffic signal electrical service) at 64th Street and SR 101L Freeway as shown on Exhibit A, Item 2, as requested by the State in accordance with the State's construction schedule. Be responsible for any contractor claims for additional compensation caused by or attributable to the City.

d. Invoice the State a lump sum amount of \$163,350.00, for construction of traffic signal elements (including the traffic signal electrical service) at 64th Street and SR 101L Freeway, as shown on Exhibit A, Item 2.

e. Maintain the Project upon completion and acceptance of the Project by the State.

f. Upon completion and acceptance of the traffic signal elements, provide operation (including all electrical power costs) and maintenance to the traffic signal per JPA 92-096.

g. Conduct all maintenance work in a manner to minimize traffic congestion and interference with through traffic. All traffic control shall meet the requirements of the "Manual on Uniformed Traffic Control Devices" (MUTCD).

h. Obtain, per established procedures of the State's Phoenix District Permit Office, a valid annual citywide Encroachment Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree, any new construction or installation shall require a separate permit as per the Phoenix District's established procedures, of which may be obtained through the District Office referenced herein.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall remain in force and effect until completion of said Project including traffic signal elements and traffic signal electrical services at 64th Street and SR 101L freeway and all reimbursements herein; provided, however, that this Agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. Americans with Disabilities Act: This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The provisions of Arizona Revised Statutes § 41-1463 and Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

6. Non-Availability of Funds: Every payment obligation of the State and City under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State or the City as applicable at the end of the period for which the funds are available. No liability shall accrue to the State or the City in the event this provision is exercised, and the State and City shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
FAX: 602 712-7424

City of Phoenix
Transportation Director
Street Transportation Department
200 W. Washington, 5th Floor
Phoenix, AZ 85003-1611

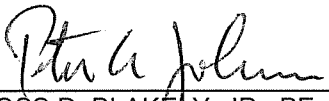
For Permit – Contact:

Arizona Department of Transportation
Phoenix District Permits Office
2140 W. Hilton Avenue, Mail Drop PM01
Phoenix, AZ 85009

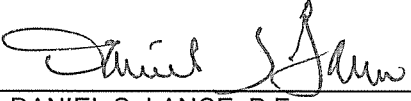
9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.


CITY OF PHOENIX, a Municipal
Corporation, Frank Fairbanks, City Manager

By 
ROSS D. BLAKELY, JR., PE
Acting Street Transportation Director

STATE OF ARIZONA
Department of Transportation

By 
DANIEL S. LANCE, P.E.
Deputy State Engineer, Valley Transportation

ATTEST:

By 
MARIO PANIAGUA
City Clerk



**CITY OF PHOENIX
REQUEST FOR COUNCIL ACTION**

Complete this form per O.P. 1.906 and A.R. 4.11.
Refer to the City Council Agenda Process Reference Guide for Assistance

ACTION REQUESTED	Formal Action: <input type="checkbox"/> Bid Award <input type="checkbox"/> License Application <input type="checkbox"/> Public Hearing <input type="checkbox"/> Other	OR	Legal Document: <input checked="" type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Emergency Clause? (for use only w/ord. or res. requests)
IMPACTED DISTRICT(S)	DISTRICT 2	ADDITIONAL BACKUP MATERIAL SENT UNDER SEPARATE COVER?	<input type="checkbox"/>
SUBJECT	INTERGOVERNMENTAL AGREEMENT WITH ADOT - 64 TH ST AND LOOP 101 TI ENHANCEMENTS & TRAFFIC SIGNAL CONSTRUCTION		
REQUESTED AGENDA DATE	10/4/2006	PREPARED BY	Name Briana Leon Department Street Transportation Phone 534-6999
APPROVALS	Division Head: Department Head:	J. Donald Herp, P.E. Ross D. Blakley, Jr., P.E.	If prepared for another department: Department Name: Parks Dept. & Planning Dept. Approval: Sara Hensley Debra W. Stark
BID AWARD INFORMATION	Bid Surety Required? <input type="checkbox"/> Submitted by Low Bidder? <input type="checkbox"/> Contract Required? <input type="checkbox"/>	Performance Surety Required <input type="checkbox"/> Amount? _____ Requisition No. _____	
CONTRACT INFORMATION	Contract Amendment? <input type="checkbox"/> If Yes, Current Contract No. _____ Approved by: Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Formal Action <input type="checkbox"/> on Date: _____		
BUDGET INFORMATION	\$ 240,000.00 To Be Encumbered? <input checked="" type="checkbox"/> Source of Funds: Fiscal Year? FY 06-07 3315 01 General Obligation Bonds, 3339 01 Freeway Mitigation Bond Fund Center(s) (SAP-FM): PA75150017 Commitment Item(s) (SAP-FM): 510130 Availability of Funds Approval Lauri L. Wingenroth		
CITY MANAGER'S OFFICE	Approved by Thomas E. Callow, P.E. 9/12/06, David Cavazos 9/15/06, & Rick Naimark 9/18/06	CM Control No. 19	
CITY CLERK DEPARTMENT	Council Action Taken: Adopted Ordinance Number: S-33413 Resolution Number: _____ Comments: _____		
		RCA No. 53488 Contract No. _____ Meeting Date 10/4/2006 Item No. 88	

ITEM**DISTRICT 2****INTERGOVERNMENTAL
AGREEMENT WITH ADOT -
64TH ST AND LOOP 101 TI
ENHANCEMENTS & TRAFFIC
SIGNAL CONSTRUCTION**

Request to authorize the City Manager, or his designee, to enter into an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) for enhancements and traffic signal construction associated with the 64th Street Traffic Interchange (TI) Project, and authorize the City Controller to disburse the funds.

At the request of the City, ADOT will construct a 10-foot-wide sidewalk on the east side of 64th Street in conjunction with the 64th Street and Loop 101 traffic interchange project. Sixty-fourth Street is designated as a trail as part of the General Plan adopted by Council and the Desert View Village Trails Plan. The anticipated start of construction is early 2007.

The traffic signals at the 64th Street TI will be maintained by the City and will need to be constructed to City standards. ADOT requested that the City construct certain elements of the traffic signals at the State's expense when we connect 64th Street to the TI. Power will need to be brought up from Mayo Boulevard as part of the City project and will be cost shared 75/25 with the State's share being 75 percent.

Financial Impacts

The total estimated cost for the enhancements associated with the trail is approximately \$240,000. Funds are available in the Parks and Recreation Department's Capital Improvement Budget.

Citizen Notification

During the design phase of the project, public meetings will be conducted to provide input and receive review comments from the citizens.

ORDINANCE NO. S-33413

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE 64TH STREET TRAFFIC INTERCHANGE PROJECT; AND FURTHER AUTHORIZING THE CITY CONTROLLER TO DISBURSE FUNDS FOR PURPOSES OF THIS ORDINANCE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PHOENIX as follows:

SECTION 1. The City Manager is authorized to enter into an intergovernmental agreement with the Arizona Department of Transportation for the 64th Street Traffic Interchange project.

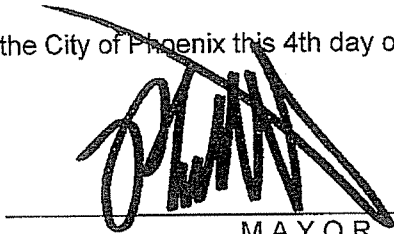
SECTION 2. The City Controller is authorized to disburse funds in the amount of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) for purposes of this ordinance.

PASSED by the Council of the City of Phoenix this 4th day of October, 2006.



ATTEST:

 City Clerk


MAYOR

CITY CLERK DEPT.
2006 OCT - 3 AM 11:25

APPROVED AS TO FORM:

William Book Acting City Attorney
MB

REVIEWED BY:

Frank Carberry City Manager

DLB:tml/CM 19/10-4-06/664253v1

Ordinance No. S-33413

ATTORNEY APPROVAL FORM

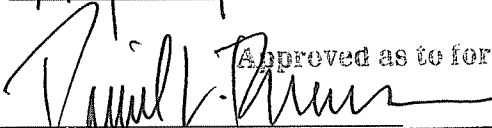
FOR THE CITY OF PHOENIX


INTERGOVERNMENTAL AGREEMENT DETERMINATION

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and THE CITY OF PHOENIX, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned CITY Attorney who has determined that it is in proper form and within the powers and authority granted to CITY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties to enter into said Agreement.

Dated May 17, 2007

 Approved as to form
Attorney ACTING City Attorney

<p>TERRY GODDARD Attorney General</p>	<div data-bbox="741 90 931 275"></div> <p>OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
---	---	--

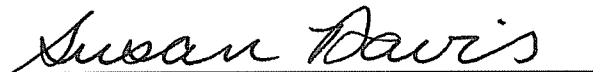
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR06-0922TRN (**JPA 06-035**), an Agreement between public agencies, i.e., The State of Arizona and The City of Phoenix, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: June 11, 2007

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:13420
Attachment

**EXHIBIT A
SUMMARY**

**LOOP 101 / 64TH STREET TRAFFIC INTERCHANGE
DESCRIPTION AND COST OF ITEMS FOR THE CITY OF PHOENIX ENHANCEMENTS AND SIGNAL**

	ITEM	COST			TOTAL	DESCRIPTION
		DESIGN	CONSTRUCTION	RIGHT-OF-WAY		
1	64TH STREET TI UNDERPASS TRAIL ENHANCEMENT	\$0	\$207,330	\$40,500	\$247,830	Estimated Cost for the increased width (5-ft) on 64th Street roadway and bridge to support the City's multi-use trail. (Cost attributable to the City).
	Items 1 Sub-Total:	\$0	\$207,330	\$40,500	\$247,830	
	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION	\$0	\$29,026	\$0	\$29,026	Construction Engineering and Administration was calculated on a percentage basis of the cost of the City's Item 1.
	5% DESIGN ENGINEERING ADMINISTRATION	\$10,367	\$0	\$0	\$10,367	Design Engineering Administration was calculated on a percentage basis of the cost of the City's Item 1.
	ITEM 1 PROJECT TOTAL	\$10,367	\$236,356	\$40,500	\$287,223	
2	64TH STREET TI TRAFFIC SIGNAL	\$0	\$163,350	\$0	\$163,350	Lump Sum Cost for the traffic signal equipment and work provided by City forces for the 64th Street TI Traffic Signal including 75% cost share for the electrical service. (Cost attributable to the State).
	ITEM 2 TOTAL:	\$0	\$163,350	\$0	\$163,350	

EXHIBIT A
ITEM 1 SUMMARY BACKUP

Item No	Item Description	Unit	Quantity	Unit Price	Amount
1	64th STREET - TRAIL ENHANCEMENTS				
2	ESTIMATED COST				
3					
4	2010011 CLEARING AND GRUBBING	ACRE	1.00	\$2,000.00	\$2,000.00
5	2030301 ROADWAY EXCAVATION	CU. YD.	630	\$6.00	\$3,780.00
6	2030902 BORROW (IN PLACE)	CU. YD.	2,942	\$8.00	\$23,536.00
7	9080201 CONCRETE SIDEWALK (C-05.20)	SQ. FT.	1,995	\$3.00	\$5,985.00
8	64TH STREET TI UNDERPASS BRIDGE	SQ. FT.	1,384	\$92.45	\$127,951.00
9					
10					
11	SUBTOTAL CONSTRUCTION COST (1)				\$163,252.00
12					
13	MAINTENANCE OF TRAFFIC SHARE	L.SUM	1	10.00%	\$16,325.00
14	CONSTRUCTION SURVEYING AND LAYOUT SHARE	L.SUM	1	2.00%	\$3,265.00
15	CONTRACTOR QUALITY CONTROL SHARE	L.SUM	1	2.00%	\$3,265.00
16	MOBILIZATION SHARE	L.SUM	1	10.00%	\$16,325.00
17	EROSION CONTROL SHARE	L.SUM	1	1.00%	\$1,633.00
18	DUST PALLIATIVE SHARE	L.SUM	1	2.00%	\$3,265.00
19					
20	SUBTOTAL CONSTRUCTION COST (2)				\$207,330.00
21					
22	RIGHT-OF-WAY	SQ. FT.	2,025	\$20.00	\$40,500.00
23					
24	ITEM 1 SUB-TOTAL COST				\$247,830.00
25					
26	14% CONSTRUCTION ENGINEERING AND ADMINISTRATION				\$29,026.20
27	5% DESIGN ENGINEERING ADMINISTRATION				\$10,366.50
28	ITEM 1 PROJECT TOTAL COST				\$287,222.70
29					

EXHIBIT A
ITEM 2 SUMMARY BACKUP

Pre-PSE Version
JPA 06-035
Date: 5/15/06

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
1	64TH STREET - TRAFFIC SIGNAL				
2	LUMP SUM COST				
3					
4	MATERIALS				
5	A-POLE	EACH	4	\$210.00	\$840.00
6	LUMINAIRE HEAD w/PHOTO CELL & LAMP	EACH	6	\$150.45	\$902.70
7	12" 3 SECTION HEAD w/RISER	EACH	18	\$463.00	\$8,334.00
8	12" 3 SECTION HEAD	EACH	8	\$331.00	\$2,648.00
9	ASTRO BRACKETS	EACH	12	\$60.44	\$725.28
10	SMART SIGNS	EACH	4	\$3,000.00	\$12,000.00
11	PEDESTRIAN HEAD	EACH	12	\$247.02	\$2,964.24
12	PEDESTRIAN MOUNTING ARMS (PAIR)	EACH	20	\$65.50	\$1,310.00
13	PEDESTRIAN PUSH BUTTON	EACH	8	\$66.14	\$529.12
14	#14 THHN WIRE	L. FT.	4,760	\$0.12	\$571.20
15	#14 XHHW WIRE	L. FT.	480	\$0.12	\$57.60
16	#10 THHN WIRE	L. FT.	1,200	\$0.25	\$300.00
17	#10 BOND WIRE	L. FT.	1,200	\$0.25	\$300.00
18	SERVICE WIRE	L. FT.	120	\$0.08	\$9.60
19	SHEILDED CABLE WIRE	L. FT.	3,445	\$0.30	\$1,033.50
20	20 CONDUCTOR IMSA CABLE	L. FT.	470	\$1.18	\$554.60
21	42 CONDUCTOR IMSA CABLE	L. FT.	1,140	\$2.63	\$2,998.20
22	7 CONDUCTOR IMSA CABLE	L. FT.	1,200	\$0.56	\$672.00
23	PHASE CONTROLLER	EACH	1	\$12,000.00	\$12,000.00
24	BARRICADES	L. SUM.	1	\$1,500.00	\$1,500.00
25	MISCELLANEOUS	L. SUM.	1	\$3,000.00	\$3,000.00
26				MATERIAL TOTAL	\$53,250.04
27	LABOR				
28	LOOP INSTALL	EACH	18	\$1,200.00	\$21,600.00
29	DRESS SM-POLE	CREW HR.S	24	\$223.00	\$5,352.00
30	DRESS A-POLE	CREW HR.S	12	\$223.00	\$2,676.00
31	DRESS SR-POLE	CREW HR.S	40	\$223.00	\$8,920.00
32	FIELD WIRE	CREW HR.S	64	\$223.00	\$14,272.00
33	GROUT	CREW HR.S	16	\$223.00	\$3,568.00
34	TECHNICIAN LABOR	HR.S	8	\$119.00	\$952.00
35	CONTROLLER CABINET	HR.S	40	\$119.00	\$4,760.00
36	PLANS DRAFTING			LABOR TOTAL	\$3,000.00
37					\$65,100.00

EXHIBIT A
ITEM 2 SUMMARY BACKUP

ITEM NO	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
38	SUBTOTAL TRAFFIC SIGNAL LABOR AND MATERIALS				\$118,350.04
39					
40	ELECTRICAL SERVICE				
41	PROVIDE AND INSTALL APS CONDUIT FOR ELECTRICAL SERVICE AT ADOT TRAFFIC SIGNAL	L. FT.	2,000	\$10.00	\$20,000.00
42	INSTALL APS PROVIDED TRANSFORMER PAD, J-BOX AND 4-WAY JUNCTION CABINET PAD	L. SUM.	1	\$10,000.00	\$10,000.00
43	WORK BY APS FOR ADOT TRAFFIC SIGNAL ELECTRICAL WORK	L. SUM.	1	\$30,000.00	\$30,000.00
44	SUBTOTAL TRAFFIC SIGNAL ELECTRICAL SERVICE				\$60,000.00
45	SUBTOTAL ADOT PORTION (75%) OF TRAFFIC SIGNAL ELECTRICAL SERVICE				\$45,000.00
46					
47	ITEM 2 TOTAL COST				\$163,350.04